

EXHIBIT 16

A

Writer Direct Dial: 770.408.1229
Email: lauren@antoninofirm.com

August 20, 2014

Via Email to mfiwsi@comcast.net

Steve G. Prusky
Windsor Securities, LLC
25 East Athens Ave
Ardmore, PA 19003-2229

Re: Potential Claims against Gene Houchins in connection with the Bitter and Collins cases

Dear Steve:

Thank you for retaining The Antonino Firm LLC (the "Firm") to review potential claims Windsor Securities, LLC ("Windsor") may have [REDACTED]

[REDACTED] At this time, the Firm is not engaged to handle the litigation recently filed against Windsor in California or to file suit here in Georgia. Should the engagement be expanded to include a litigation role, which may ultimately be advisable, we have agreed to amend this retainer agreement and to increase the retainer accordingly.

The purpose of this letter, therefore, is to confirm the terms upon which the Firm would be honored to represent you and to provide you with information concerning fees, billing and collection policies, and other terms that will govern our relationship until otherwise agreed in a written amendment to this agreement. I am attaching my Firm's standard terms of engagement. Please review these and let me know if you have any questions. As stated in the attached terms, my hourly rate on this matter will be \$375/hour for 2014 (for non-injunctive relief matters).

We have a policy of requiring an advance fee deposit which we hold in an escrow account until earned or, if the matter concludes and the escrow account has a balance left, until refunded to you. As noted in our standard terms, we draw upon the escrow account only if you are behind in your payment to us of fees earned. Otherwise, if you remain current, we apply the escrow to the closing bill and then refund any balance remaining. As the attached terms explain, all bills are due within five days of email receipt of statements. As discussed, to commence representation, we require a \$15,000 retainer.

The Antonino Firm | Six Concourse Parkway, Suite 2920, Atlanta, Georgia | 30328

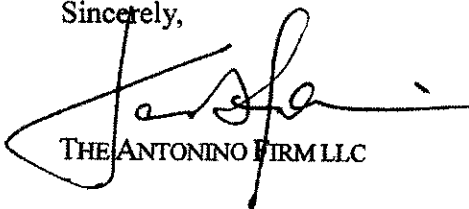
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If the the terms described above and in the attached terms of engagement are satisfactory, please sign and return the enclosed copy of this letter to me, along with the retainer check by first class United States mail this week. The retainer check should be made payable to The Antonino Firm LLC IOLTA Account. Payments of statements for services rendered hereafter should be made payable to The Antonino Firm LLC. If you would like to set up electronic payment, I can facilitate that as well.

Sincerely,


THE ANTONINO FIRM LLC

I have read the foregoing and the attached Terms of Engagement and agree to be bound by same on behalf of Windsor and on behalf of myself, individually, as a guarantor of Windsor's obligations hereunder. I also expressly confirm that communications with me regarding this matter may be made to the email address set forth above.

By:


Steve Prusky, individually
and on behalf of Windsor Securities, LLC

As amended by
email exchange
20-Aug-14

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TERMS OF ENGAGEMENT

We appreciate your decision to retain The Antonino Firm LLC as your legal counsel. This document, along with our cover letter, explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. An understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, tax or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We preserve the confidences and secrets of our clients. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Accordingly, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

When we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates, unless otherwise agreed in writing. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of an express engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

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We are open minded to flexibility in determining billing arrangements. For example, we are happy to explore hourly rate, contingency, blended rate or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occurs, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. The firm generally requires a retainer in an amount that is appropriate with respect to the proposed representation. Unless otherwise agreed, you must pay the invoices as they become due and the retainer will be applied to the last statement rendered in connection with the representation or applied to pay any outstanding invoice, at our sole discretion. Any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Ms. Antonino's standard hourly rate for 2014 is \$375/hour (\$450 for TRO matters), Of Counsel and Associates rates may range from \$175/hour to \$300/hour, and Legal Assistant rates may range from \$50/hour to \$150/hour, depending on their level of experience.

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Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual lawyer's activities on a matter in a single day is three-tenths of an hour. Our rates will increase by 5% at the beginning of each calendar year.

Out-of-Pocket Expenses. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Advanced expenses generally will include such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include such items as, overnight courier services, charges for computer research and complex document production, and charges for photocopying materials (at .20 per copy) sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client. We have an administrative \$250 file opening fee to cover the costs incurred with opening a new matter.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses. We agree not to engage a third party expert without your advance agreement.

We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged. Statements are due upon receipt.

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If our statements are not paid within five (5) days, we reserve the right to discontinue services and withdraw immediately from this representation and you consent to this withdrawal without further notice. Alternatively, if an invoice is not paid within five business days after receipt (which includes receipt by electronic transmission), we reserve the right to draw down from the retainer any amount then due. Additionally, if our statement has not been paid within 5 business days from the date of the statement and there is insufficient balance in the retainer to pay the invoice in full, we impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 5th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to reasonable attorneys' fees and expenses if collection activities are necessary, to the extent allowed by law. If the retainer is drawn down from to pay an outstanding invoice, it must be replenished immediately and we reserve the right to withdraw should the retainer not remain at the specified balance.

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs. If you dispute any portions of the fees or expenses for which you are billed, you must provide us with a definitive, written statement of the disputed items and the reason for the dispute within five (5) days of the date of the billing or the charges shall be conclusively deemed correct, any dispute or complaint waived and the billed amount deducted immediately from the retainer.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

MFIWSI

From: lauren@antoninofirm.com
Sent: Wednesday, August 20, 2014 3:28 PM
To: MFIWSI
Subject: RE: Retainer Agreement

Mr. Prusky,

I will work this out with you. I don't want to cave now and be the terrible negotiator you would not want your lawyer to be. I also don't want to quibble over what may be small things. The engagement letter is designed to protect just in case there is volume.

Understand the crawl issue though. Your proposal is fine. Base of zero for copying/printing costs, unless volume is above 250 pages in a given month. Ditto for ordinary postage, unless monthly cost exceeds \$25 (doubt it would unless dealing with some kind of document production). Fed ex and courier, if used, will be billed at cost.

Fair?

If sounds good to you, please sign retainer and write as amended by email exchange of Aug 20 attached hereto and stick a copy of this email with your signed letter. All will be good.

Lauren

----- Original Message -----

Subject: RE: Retainer Agreement
From: "MFIWSI" <mfiwsi@comcast.net>
Date: Wed, August 20, 2014 2:57 pm
To: <lauren@antoninofirm.com>

Hey Lauren,

Thanks. You seem pretty reasonable and you'll find I am too.

In some ways it is a fair comparison between your work and mine, and in some ways it is not.

When I give advice or management, my fee per hour considers my overhead. So I don't charge for postage, faxes, (telephone lines), etc. Scanning is costless -- it's only labor and the base cost of the equipment. These days almost no letters are sent, so I assume non-extraordinary postage would be miniscule

It seems -- and probably is -- silly to quibble when these costs are dwarfed by hourly charges, but it just sticks in my craw.

Why don't we assume a base of 0, but if pages go above a certain number, or (regular) postage goes above a certain number, I pay accordingly?

-sgp

From: lauren@antoninofirm.com [mailto:lauren@antoninofirm.com]
Sent: Wednesday, August 20, 2014 2:48 PM
To: MFIWSI
Subject: RE: Retainer Agreement

Hi sgp -